

<i>SERFF Tracking Number:</i>	<i>AGDE-127789512</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>50214</i>
<i>Company Tracking Number:</i>	<i>S30687NUFIC</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.001 Student</i>
<i>Product Name:</i>	<i>Specialty Markets</i>		
<i>Project Name/Number:</i>	<i>PPACA/S30687NUFIC</i>		

## Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Specialty Markets

SERFF Tr Num: AGDE-127789512 State: Arkansas

TOI: H04 Health - Blanket Accident/Sickness

SERFF Status: Closed-Approved-  
Closed State Tr Num: 50214

Sub-TOI: H04.001 Student

Co Tr Num: S30687NUFIC

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Gloria Jauss, David

Disposition Date: 11/08/2011

Bedwell, Veronica Bullock

Date Submitted: 11/08/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: 01/01/2012

Implementation Date:

State Filing Description:

## General Information

Project Name: PPACA

Status of Filing in Domicile: Not Filed

Project Number: S30687NUFIC

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Other

Explanation for Other Group Market Type:  
Student

Overall Rate Impact:

Filing Status Changed: 11/08/2011

Deemer Date:

State Status Changed: 11/08/2011

Submitted By: Veronica Bullock

Created By: Gloria Jauss

PPACA: Non-Grandfathered Immed Mkt Reforms, Grandfathered Immed Mkt Reforms

Corresponding Filing Tracking Number:

PPACA Notes: null

Filing Description:

The attached forms are being submitted for your approval pursuant to Arkansas statute 23-79-109.

The forms will be attached to the Student Blanket Accident and Sickness Insurance Policy, S30494NUFIC-AR, which was approved April 14, 2006. They are being submitted to comply with the Patient Protection and Affordable Care Act

<i>SERFF Tracking Number:</i>	<i>AGDE-127789512</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>S30687NUFIC</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.001 Student</i>
<i>Product Name:</i>	<i>Specialty Markets</i>		
<i>Project Name/Number:</i>	<i>PPACA/S30687NUFIC</i>		

(PPACA).

S30687NUFIC(Rev.11/11) is a mandatory rider which will bring the Policy into compliance with the grandfathered and non-grandfathered requirements of PPACA with respect to students (§147.145). This form will replace S30687NUFIC which was approved November 18, 2010. Attached is a red-lined copy showing the revisions.

S30686NUFIC is a mandatory rider which will bring the Policy into compliance with the PPACA requirements concerning appeals. This form is new and does not replace any forms previously approved in your state.

Printing is subject to changes in ink, paper stock, page number, margins, positioning and format. However, printing standards will never be less than required under your law.

Please contact me at the telephone number or e-mail address below if you have questions. We appreciate your prompt attention to this filing and look forward to your approval.

## Company and Contact

### Filing Contact Information

Gloria Jauss, Manager	gloria.jauss@chatisinsurance.com
503 Carr Road	888-396-5369 [Phone] 31732 [Ext]
3rd Floor	302-830-4466 [FAX]
Wilmington, DE 19809	

### Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile: Pennsylvania
503 Carr Road	Group Code: 12	Company Type:
3rd Floor	Group Name: AIG	State ID Number:
Wilmington, DE 19809	FEIN Number: 25-0687550	
(888) 396-5369 ext. 31722[Phone]		

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No

*SERFF Tracking Number:* AGDE-127789512      *State:* Arkansas  
*Filing Company:* National Union Fire Insurance Company of      *State Tracking Number:* 50214  
    Pittsburgh, Pa.  
*Company Tracking Number:* S30687NUFIC  
*TOI:* H04 Health - Blanket Accident/Sickness      *Sub-TOI:* H04.001 Student  
*Product Name:* Specialty Markets  
*Project Name/Number:* PPACA/S30687NUFIC  
*Fee Explanation:* \$50.00 per form x 2 forms = \$100.00  
*Per Company:* No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, Pa.	\$100.00	11/08/2011	53566193

<i>SERFF Tracking Number:</i>	<i>AGDE-127789512</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>50214</i>
<i>Company Tracking Number:</i>	<i>S30687NUFIC</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.001 Student</i>
<i>Product Name:</i>	<i>Specialty Markets</i>		
<i>Project Name/Number:</i>	<i>PPACA/S30687NUFIC</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved- Closed	Rosalind Minor	11/08/2011	11/08/2011

<i>SERFF Tracking Number:</i>	<i>AGDE-127789512</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>50214</i>
<i>Company Tracking Number:</i>	<i>S30687NUFIC</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.001 Student</i>
<i>Product Name:</i>	<i>Specialty Markets</i>		
<i>Project Name/Number:</i>	<i>PPACA/S30687NUFIC</i>		

## Disposition

Disposition Date: 11/08/2011

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGDE-127789512 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 50214

Company Tracking Number: S30687NUFIC

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student

Product Name: Specialty Markets

Project Name/Number: PPACA/S30687NUFIC

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Red Line	Approved-Closed	Yes
Supporting Document	Explanation of Variables	Approved-Closed	Yes
Form	APPEAL RIDER	Approved-Closed	Yes
Form	PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010 [GRANDFATHERED]1 [POLICY][CERTIFICATE] 2 RIDER	Approved-Closed	Yes

SERFF Tracking Number: AGDE-127789512 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 50214

Company Tracking Number: S30687NUFIC

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student

Product Name: Specialty Markets

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## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/08/2011	S30686NUFIC	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	APPEAL RIDER	Initial		50.800	S30686NUFI C.pdf
Approved-Closed 11/08/2011	S30687NUFIC(Rev11-11)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010 [GRANDFATHERED] 1 [POLICY][CERTIFIC ATE] 2 RIDER	Initial		51.800	S30687NUFI C(Rev11- 11).pdf

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: [ABC University]

Policy Number:

[XXXXXX]

## APPEAL RIDER

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Application.][effective [Month, Day, Year]. It applies only with respect to [Accidents] [or] [Sicknesses] that occur on or after that date.] It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

### [INTERNAL REVIEW PROCESS]

We will provide written notice of the Internal Review Process to Covered Persons following any Adverse Determination.

A Covered Person may submit requests for internal reviews of Adverse Determinations ("grievances") in writing. Grievances must be submitted within 30 days of receiving our written notice of an Adverse Determination or as soon as reasonably possible. If requested, We will provide written forms for submission of grievances that will inform the Covered Person of the information necessary to pursue an appeal of an Adverse Determination.

If the [written] grievance is incomplete, We will immediately notify the Covered Person what information or materials is needed to make the grievance request complete. We may require that the Covered Person submit such written information or materials within 10 days of the Covered Person's receipt of the written form or as soon as reasonably possible. A grievance shall be considered as received by Us when we receive the written form, which the Covered Person purports to be complete.

Under circumstances where a written grievance may not contain sufficient information and We request additional information, such request will not be burdensome or require such information as We might reasonably be expected to obtain through Our normal claims process.

### STAGE 1 APPEAL PROCEDURE

When a Stage 1 Appeal is made to Us, We will assign a member of the Claims Management Team, who has had no prior direct involvement with the Covered Person's case, to conduct the review.

A Stage 1 Appeal will be concluded as soon as possible in accordance with the medical exigencies of the case but no more than ten (10) business days after receipt of the appeal. Written notice of the review decision will be mailed to the last known address of the Covered Person.

We will provide notice of the Stage 1 Appeal determination to the Covered Person within ten (10) business days of receipt of the appeal. In the event that the Adverse Determination is upheld, the written notice will include the reason for the determination, an explanation of the Covered Person's right to proceed to a Stage 2 Appeal and a review of the entire appeals process. This information will include specific contact information (address and phone number) that is appropriate for each appeal stage.

### STAGE 2 APPEAL PROCEDURE

A Covered Person who is dissatisfied with a Stage 1 Appeal determination may appeal the determination to Us. A panel, selected by Us, will consist of other health care professionals having no direct involvement with the Covered Person's case prior to this review.



We will acknowledge receipt of all Stage 2 Appeals in writing to the Covered Person.

A Stage 2 Appeal will be concluded as soon as possible in accordance with the medical exigencies of the case but no more than thirty (30) calendar days after receipt of the request for the Stage 2 Appeal. In no event will a Stage 2 Appeal involving an imminent, emergent or serious threat to the health of the Covered Person exceed seventy-two (72) hours.

We may extend the Stage 2 Appeal for up to an additional thirty (30) calendar days. Our honoring a Covered Person's request for extension for necessity or convenience will be deemed a reasonable cause. In no event, may We extend the review period for an expedited appeal.

We will provide written notice of the Stage 2 Appeal determination to the Covered Person within ten (10) business days of such determination. In the event of an Adverse Determination, such notice will include: a) A statement of the panel's understanding of the nature of the appeal and all pertinent facts; b) The rationale for the review panel's determination; c) Reference to evidence or documentation considered by the panel in making that determination.

In the event that the subject of the appeal concerns an Emergency Medical Condition, both Stage 1 and Stage 2 of the Internal Review Process will be concluded within seventy-two (72) hours.

In the event the Stage 2 Appeal results in an Adverse Determination, the Covered Person will have the opportunity to request an external review if the Adverse Determination was based on Medical Necessity or appropriateness.

Information regarding external review and arbitration will be provided to the Covered Person with the notice of the Adverse Determination of the Stage 2 Appeal.

#### **COVERED PERSON'S RIGHTS**

a) We will not disenroll, terminate or in any way penalize a Covered Person who exercises the right to appeal solely on the basis of filing the appeal.

b) Assistance

i. Upon the initiation of an appeal, We will notify a Covered Person of the right to have a staff member appointed to assist her/him with understanding the appeal process. Such assistance will be available during the appeal process.

ii. A Covered Person may request such assistance at any stage of the appeal process.

iii. Upon such request, We will appoint a member of Our staff who has had no prior direct involvement in the case to assist the Covered Person.

c) After an Adverse Determination, a Covered Person will have the right to discuss a coverage determination with Our Claims Management Team, who made the coverage determination.

#### **DEFINITIONS**

**Adverse Determination** means a Benefit Denial, reduction or termination, a Denial Of Certification, or both.

**Covered Person** means a person who claims to be entitled to receive benefits from Us.

**Emergency Medical Condition** means a medical or behavioral condition the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including, but not limited to, severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person's bodily functions;
- Serious impairment or dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

**Internal Review Process (IRP)** means the procedure for an internal review of an Adverse Determination.

**Medical Necessity** means the providing of covered health care services or products that a prudent physician would provide to a patient for the purpose of diagnosing or treating an illness, injury, disease or its symptoms, in a manner that is:

- In accordance with generally accepted standards of medical practice;
- Consistent with the symptoms or treatment of the condition; and
- Not solely for anyone's convenience.

**We, Our or Us** means the Claims Administrator.]

## **I THE COVERED PERSON'S RIGHT TO AN EXTERNAL APPEAL**

The Covered Person or authorized representative may file a written request for an external review with the external review examiner within four months after the date of receipt of a notice of an adverse benefit determination or final internal adverse benefit determination. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.

## **II THE EXTERNAL APPEAL PROCESS**

The examiner will review all of the information and documents timely received. In reaching a decision, the examiner will review the claim from the beginning and not be bound by any decisions or conclusions reached during the Company's internal claims and appeals process applicable under paragraph (b) of the interim final regulations under section 2719 of the Public Health Service Act.

The examiner will forward all documents submitted directly to the examiner by the Covered Person to the Company. Upon receipt of any information submitted by the Covered Person, the examiner must within one business day forward the information to the Company. Upon receipt of any such information, the Company may reconsider its adverse benefit determination or final internal adverse benefit determination that is the subject of the external review. Reconsideration by the Company must not delay the external review. The external review may be terminated as a result of the reconsideration only if the Company decides, upon completion of its reconsideration, to reverse its adverse benefit determination or final internal adverse benefit determination and provide coverage or payment. Within one business day after making a decision to reverse, the Company must provide written notice of its decision to the Covered Person and the examiner. The examiner must terminate the external review upon receipt of the notice from the Company.

The examiner must provide written notice of the final external review decision as expeditiously as possible and within 45 days after the examiner receives the request for the external review. The examiner must deliver the notice of final external review decision to the Covered Person and the Company.


The examiner's final external review decision notice will contain:

- (i) A general description of the reason for the request for external review, including information sufficient to identify the claim (including the date or dates of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, the treatment code and its corresponding meaning, and the reason for the previous denial, including denial codes);
- (ii) The date the examiner received the assignment to conduct the external review and the date of the examiner's decision;
- (iii) References to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;
- (iv) A discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;

- (v) A statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either the Company or to the Covered Person;
- (vi) A statement that judicial review may be available to the Covered Person; and
- (vii) Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under Public Health Service Act section 2793.

After a final external review decision, the examiner must maintain records of all claims and notices associated with the external review process for six years. The examiner must make such records available for examination by the Covered Person or Company upon request.]

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A stylized handwritten signature in black ink, consisting of a large 'P' followed by a series of loops and a long horizontal stroke.

President

A handwritten signature in black ink, starting with a large 'D' and followed by several loops and a horizontal stroke.

Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: [ABC University]

Policy Number:

[XXXXXX]

## PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010

### [GRANDFATHERED]<sup>1</sup> [POLICY][CERTIFICATE]<sup>2</sup> RIDER

The [Policy][Certificate]<sup>2</sup>, to which this Rider is attached and becomes a part, is amended as stated below. A new section titled **Patient Protection and Affordable Care Act** is hereby added to the [Policy][Certificate]<sup>2</sup> as follows:

#### Patient Protection and Affordable Care Act

Effective [mm/dd/yyyy], some of the benefits, terms, conditions, limitations, and exclusions contained in the [Policy][Certificate]<sup>2</sup> will change as a result of the Patient Protection and Affordable Care Act (Act).

Notwithstanding any other provision of the [Policy][Certificate]<sup>2</sup>, the provisions below shall apply. In the event of a conflict between the provisions of any other Section of the [Policy][Certificate]<sup>2</sup> and the provisions of this Rider, the provisions of this Rider shall prevail, except to the extent the provisions of the [Policy][Certificate]<sup>2</sup> are more beneficial than are the provisions of this Rider.

#### Definitions

For the purposes of this Rider, the following definitions shall apply:

“**Essential Benefits**” means the essential health benefits defined in Section 1302(b) of the Act. This includes at least the following general categories and the items and services covered within the categories:

- (A) Ambulatory patient services;
- (B) Emergency services;
- (C) Hospitalization;
- (D) Maternity and newborn care;
- (E) Mental health and substance use disorder services, including behavioral health treatment;
- (F) Prescription drugs;
- (G) Rehabilitative and habilitative services and devices;
- (H) Laboratory services;
- (I) Preventive and wellness services and chronic disease management;
- (J) Pediatric services, including oral and vision care.

“**Act**” means the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

#### Extension of Coverage to Dependents

If coverage includes Dependents, Dependent child coverage will continue until [the date the Dependent child turns age 26]<sup>3</sup> [the end of the month the Dependent child turns age 26]<sup>3</sup> [the end of the calendar year in which the Dependent child turns age 26]<sup>3</sup> regardless of the marital status of such Dependent child. Coverage does not include the Spouse or child of such Dependent child unless that child meets other coverage criteria established under state law. [Coverage will not continue for the Dependent child that has coverage available through his or her employer.]<sup>4</sup>

#### Lifetime Dollar Limits

Any lifetime maximum dollar limit referenced pertains only to those health care services and supplies that are not Essential Benefits.

### **Rescissions**

Coverage cannot be rescinded except for fraud or intentional misrepresentation of a material fact.

### **[Preexisting Conditions**

Any Preexisting Condition exclusion or limitation does not apply to a Dependent child under age 19.]<sup>5</sup>

### **[Preventative Benefits**

Coverage for preventative benefits, as defined in the Act, do not require payment of any deductible, copayment, or coinsurance.]<sup>5</sup>

### **[Internal and External Review**

The Covered Person has the right to an internal and external review. There will be no fee for filing for an external review. ]<sup>5</sup>

### **[Emergency Services**

Emergency services from non-participating providers will be covered at the same benefit and cost sharing level as services provided by participating providers.]<sup>5</sup>

### **[Primary Care Physicians**

If designation of a primary care physician for a child is required, the Covered Person is permitted to designate a physician who specialized in pediatrics as the child's primary care physician if the provider is in network. ]<sup>5</sup>

### **[Referrals**


Authorizations or referral requirement for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology are prohibited.]<sup>5</sup>

### **[Grandfathered Health Plan Disclosure Requirement**

The Company believes this is a "grandfathered health plan" under the Act. As permitted by the Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that this plan may not include certain consumer protections of the Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to [The Maksin Group at 800-375-6826]<sup>6</sup>. ]<sup>1</sup>

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

SERFF Tracking Number: AGDE-127789512 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 50214  
 Company Tracking Number: S30687NUFIC  
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student  
 Product Name: Specialty Markets  
 Project Name/Number: PPACA/S30687NUFIC

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	11/08/2011
<b>Comments:</b>		
<b>Attachment:</b> 11 11-07 AR Readability.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application	Approved-Closed	11/08/2011
<b>Comments:</b> S30496NUFIC-AR, Preliminary Application, S30497NUFIC-AR, Master Application, and S30501NUFIC-AR, Application for Student Blanket Accident and Sickness Insurance Policy,were approved on February 15, 2006.		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> PPACA Uniform Compliance Summary	Approved-Closed	11/08/2011
<b>Comments:</b>		
<b>Attachment:</b> PPACA Uniform Compliance Summary.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Red Line	Approved-Closed	11/08/2011
<b>Comments:</b>		
<b>Attachment:</b> S30687NUFIC(Rev11-11)_Red-lined.pdf		

Item Status:	Status Date:
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SERFF Tracking Number: AGDE-127789512 State: Arkansas  
Filing Company: National Union Fire Insurance Company of State Tracking Number: 50214  
Pittsburgh, Pa.  
Company Tracking Number: S30687NUFIC  
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student  
Product Name: Specialty Markets  
Project Name/Number: PPACA/S30687NUFIC

**Satisfied - Item:** Explanation of Variables Approved-Closed 11/08/2011

**Comments:**

**Attachment:**

EOV-S30687NUFIC(Rev11-11).pdf

STATE OF ARKANSAS

CERTIFICATION

This is to certify that the attached form number(s) S30686NUFIC; S30687NUFIC(REV 11/11) achieved a Flesch Reading Ease score of 50.8; 51.8 and complies with the requirements of Ark. Stat. Ann. § 23-80-201 through § 23-80-208, cited as the Life and Accident and Health Insurance Policy Language Simplification Act.

A handwritten signature in black ink, reading "Susan E. Martin". The signature is written in a cursive style with a horizontal line at the end.

---

Susan E. Martin, Assistant Vice President



## PPACA Uniform Compliance Summary

Please select the appropriate check box below to indicate which product is amended by this filing.

- ☒ **INDIVIDUAL HEALTH BENEFIT PLANS** (Complete [SECTION A](#) only)
- ☐ **SMALL / LARGE GROUP HEALTH BENEFIT PLANS** (Complete [SECTION B](#) only)

This form filing compliance summary is to be submitted with your [endorsement][contract] to comply with the immediate market reform requirements of the Patient Protection and Affordable Care Act (PPACA). These PPACA requirements apply only to policies for health insurance coverage referred to as “major medical” in the statute, which is comprehensive health coverage that includes PPO and HMO coverage. This form includes the requirements for grandfathered (coverage in effect prior to March 23, 2010) and non-grandfathered plans, and relevant statutes. Refer to the relevant statute to ensure compliance. Complete each item to confirm that diligent consideration has been given to each. *(If submitting your filings electronically, bookmark the provision(s) in the form(s) that satisfy the requirement and identify the page/paragraph on this form.)*

**\*For all filings, include the Type of Insurance (TOI) in the first column.**

☐ Check box if this is a paper filing.

### COMPANY INFORMATION

Company Name	NAIC Number	SERFF Tracking Number(s) *if applicable	Form Number(s) of Policy being endorsed	Rate Impact
National Union Fire Insurance Company of Pittsburgh, Pa.	012-19445		S30494NUFIC-AR	<input type="checkbox"/> Yes <input type="checkbox"/> No

# PPACA Uniform Compliance Summary

[Reset Form](#)

## SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Eliminate Pre-existing Condition Exclusions for Enrollees Under Age 19</b>	<i>[Sections 2704 and 1255 of the PHSA/Section 1201 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation: S30687NUFIC(Rev. 11/11) - Pre-Existing Conditions			
	Page Number: Page 2			
	<b>Eliminate Annual Dollar Limits on Essential Benefits</b> Except allows for “restricted” annual dollar limits for essential benefits for plan years prior to January 1, 2014.	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If <b>no</b> , please explain.
	Explanation: Pursuant to Section 147.145(b)(2), annual limits are permitted for Student Health Insurance Coverage			
	Page Number:			
	<b>Eliminate Lifetime Dollar Limits on Essential Benefits</b>	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation: S30687NUFIC(Rev. 11/11) - Lifetime Dollar Limits			
	Page Number: Page 1 bottom			
	<b>Prohibit Rescissions</b> – Except for fraud or intentional misrepresentation of material fact.	<i>[Section 2712 of the PHSA/Section 1001 of PPACA]</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain
	Explanation: S30687NUFIC(Rev. 11/11) - Rescissions			
	Page Number: Page 2			

## PPACA Uniform Compliance Summary

### SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Preventive Services</b> – Requires coverage and prohibits the imposition of cost-sharing for specified preventative services. Explanation: S30687NUFIC(Rev. 11/11) - Preventative Benefits Page Number: Page 2	<i>[Section 2713 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	<b>Extends Dependent Coverage for Children Until age 26</b> – If a policy offers dependent coverage, it must include dependent coverage until age 26. Explanation: S30687NUFIC(Rev. 11/11) - Extension of Coverage to Dependents Page Number: Page 1	<i>[Section 2714 of the PHSA/Section 1001 of the PPACA]</i>	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	<b>Appeals Process</b> – Requires establishment of an internal claims appeal process and external review process. Explanation: S30686NUFIC - Appeal Rider Page Number: Pages 1 - 4	<i>[Section 2719 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	<b>Emergency Services</b> – Requires plans that cover emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, and at the in-network cost-sharing level. Explanation: S30687NUFIC(Rev. 11/11) - Emergency Services Page Number: Page 2	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.

## PPACA Uniform Compliance Summary

### SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Access to Pediatricians</b> – Mandates that if designation of a PCP for a child is required, the person be permitted to designate a physician who specialized in pediatrics as the child's PCP if the provider is in-network.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation: S30687NUFIC(Rev. 11/11) - Primary Care Physicians			
	Page Number: <b>Page 2</b>			
	<b>Access to OB/GYNs</b> – Prohibits authorization or referral requirements for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation: S30687NUFIC(Rev. 11/11) - Referrals			
	Page Number: <b>Page 2</b>			

# PPACA Uniform Compliance Summary

[Reset Form](#)

## SECTION B – Group Health Benefit Plans (Small and Large)

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Eliminate Pre-existing Condition Exclusions for Enrollees Under Age 19</b>	<i>[Sections 2704 of the PHSA/Section 1201 of the PPACA]</i>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Eliminate Annual Dollar Limits on Essential Benefits –</b> Except allows for “restricted” annual dollar limits for essential benefits for plan years prior to January 1, 2014.	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Eliminate Lifetime Dollar Limits on Essential Benefits</b>	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Prohibit Rescissions –</b> Except for fraud or intentional misrepresentation of material fact.	<i>[Section 2712 of the PHSA/Section 1001 of PPACA]</i>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation:			
	Page Number:			

## PPACA Uniform Compliance Summary

### SECTION B – Group Health Benefit Plans (Small and Large)

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Preventive Services</b> – Requires coverage and prohibits the imposition of cost-sharing for specified preventative services	<i>[Section 2713 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Extends Dependent Coverage for Children Until age 26</b> – If a policy offers dependent coverage, it must include dependent coverage until age 26. ◇	<i>[Section 2714 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> Yes <sup>◇</sup> <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Appeals Process</b> – Requires establishment of an internal claims appeal process and external review process.	<i>[Section 2719 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			

◇ For plan years beginning before January 1, 2014, grandfathered group plans are not required to extend coverage to a child until the age of 26 if such child is eligible to enroll in another employee-sponsored plan

## PPACA Uniform Compliance Summary

### SECTION B – Group Health Benefit Plans (Small and Large)

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
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	<b>Emergency Services</b> – Requires plans that cover emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, and at the in-network cost-sharing level.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Access to Pediatricians</b> – Mandates that if designation of a PCP for a child is required, the person be permitted to designate a physician who specialized in pediatrics as the child's PCP if the provider is in-network.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Access to OB/GYNs</b> – Prohibits authorization or referral requirements for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> If <b>no</b> , please explain.
	Explanation:			
	Page Number:			

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: [ABC University]

Policy Number:

[XXXXXX]

## PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010 [GRANDFATHERED] [POLICY][CERTIFICATE] RIDER

The [Policy]/[Certificate], to which this ~~rider~~ Rider is attached and becomes a part, is amended as stated below.

A new section titled “**Patient Protection and Affordable Care Act**” is hereby added to the [Policy]/[Certificate] as follows:

### Patient Protection and Affordable Care Act

Effective [mm/dd/yyyy], some of the benefits, terms, conditions, limitations, and exclusions contained in ~~Your the~~ [Policy]/[Certificate] will change as a result of the Patient Protection and Affordable Care Act (Act) of 2010.

Notwithstanding any other provision of ~~Your the~~ [Policy]/[Certificate], the provisions below shall apply. In the event of a conflict between the provisions of any other Section of ~~Your the~~ [Policy]/[Certificate] and the provisions of this Rider, the provisions of this Rider shall prevail, except to the extent the provisions of ~~Your the~~ [Policy]/[Certificate] are more beneficial to ~~You~~ than are the provisions of this Rider.

### **Definitions**

For the purposes of this Rider, the following definitions shall apply:

“**Essential B**enefits” means the essential health benefits defined in Section 1302(b) of the Act. This includes at least the following general categories and the items and services covered within the categories:

- (A) Ambulatory patient services;
- (B) Emergency services;
- (C) Hospitalization;
- (D) Maternity and newborn care;
- (E) Mental health and substance use disorder services, including behavioral health treatment;
- (F) Prescription drugs;
- (G) Rehabilitative and habilitative services and devices;
- (H) Laboratory services;
- (I) Preventive and wellness services and chronic disease management;
- (J) Pediatric services, including oral and vision care.

“~~Patient Protection and Affordable Care Act of 2010~~” means the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

### **Extension of Coverage to Dependents**

If coverage includes Dependents, Dependent child coverage will continue until [the date the Dependent child turns age 26]<sup>1</sup> [the end of the month the Dependent child turns age 26]<sup>1</sup> [the end of the calendar year in which the Dependent child turns age 26]<sup>1</sup> regardless of the marital status of such Dependent child. Coverage does not include the Spouse or child of such Dependent child unless that child meets other coverage criteria



established under state law. [Coverage will not continue for the Dependent child that has coverage available through his or her employer.]<sup>2</sup>

### **Lifetime Dollar Limits**

Any lifetime maximum dollar limit referenced pertains only to those health care services and supplies that are not ~~e~~Essential ~~b~~Benefits or preventive benefits as defined in the Patient Protection and Affordable Care Act of 2010.

### **Rescissions**

Coverage cannot be rescinded except for fraud or intentional misrepresentation of a material fact.

### **Preexisting Conditions**

Any Preexisting Condition exclusion or limitation does not apply to a Dependent child under age 19.

### **Preventative Benefits**

Coverage for preventative benefits, as defined in the Act, do not require payment of any deductible, copayment, or coinsurance.

### **Internal and External Review**

The Covered Person has the right to an internal and external review. There will be no fee for filing for an external review. ]

### **Emergency Services**

Emergency services from non-participating providers will be covered at the same benefit and cost sharing level as services provided by participating providers.

### **Primary Care Physicians**

If designation of a primary care physician for a child is required, the Covered Person is permitted to designate a physician who specialized in pediatrics as the child's primary care physician if the provider is in network. ]

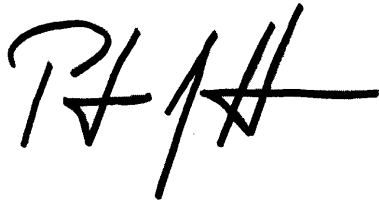
### **Referrals**

Authorizations or referral requirement for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology are prohibited.

### **Grandfathered Health Plan Disclosure Requirement**

The Company believes this ~~[plan/coverage]~~ is a "grandfathered health plan" under the ~~Patient Protection and Affordable Care Act (the Affordable Care Act)~~. As permitted by the ~~Affordable Care Act~~, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that ~~your this [plan/policy]~~ may not include certain consumer protections of the ~~Affordable Care Act~~ that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the ~~Affordable Care Act~~, for example, the elimination of lifetime limits on benefits. Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to [The Maksin Group at 800-375-6826]<sup>1</sup>. ]

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A stylized handwritten signature in black ink, consisting of a large 'P' followed by a series of loops and a long horizontal stroke.

President

A handwritten signature in black ink, starting with a large 'D' and followed by several loops and a horizontal stroke.

Secretary

## **Explanation of Variables**

### **S30687NUFIC(Rev.11/11) – Patient Protection and Affordable Care Act of 2011 [Grandfathered][Policy][Certificate] Rider**

1. This language will print when the policy to which it is attached is a grandfathered policy as defined in the Act;
2. The word “Policy” will print when the Rider is attached to the Policy; the word “Certificate” will print when the Rider is attached to the Certificate;
3. One of these three dates will print depending upon plan design;
4. This language will be included or excluded depending upon plan design;
5. This language will print when the policy to which it is attached is a non-grandfathered policy as defined in the Act;
6. This language is variable to allow for the contact information to be updated.